



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 8
999 18TH STREET - SUITE 300
DENVER, CO 80202-2466
Phone 800-227-8917
<http://www.epa.gov/region08>



Ref: ENF-L

**PUBLIC
DOCUMENT**

April 21, 2004

BY FACSIMILE

Mr. Scott Williams, Esq.
Ms. Ellison Stollenwerck
La Quinta Inns
909 Hidden Ridge
Suite 600
Irving, TX 75038

Dear Mr. Williams and Ms. Stollenwerck:

Pursuant to your request, I have inquired as to whether La Quinta could be named as an insured under our contractor's liability insurance for the cleanup work to be performed at the Frank Edwards Building. The insurance carrier is unwilling to do that as part of its insurance coverage with the contractor, but would be willing to have a separate policy purchased for La Quinta. However, EPA's contract management specialists believe that to do so might be outside the scope of the contractual terms of our cleanup contract. As you are already aware, our contractor purchased a rider for coverage of the Artistic Printing materials in your building to assuage your concerns about potential liability to Artistic Printing. Unfortunately, given the ongoing response action at Artistic Printing, we could no longer await the conclusion of further discussions about La Quinta's consent for access for Artistic Printing materials. Consequently, EPA has arranged for a different storage location for these materials.

At this point, we still need to finalize access for cleanup of the Frank Edwards Building. I have already made many changes to our normal access agreement to address your concerns and will maintain many of those changes despite the necessity to find a different location for the Artistic Printing materials. As I have already explained on multiple occasions, EPA cannot agree to indemnify La Quinta. However, I am enclosing with this letter a copy of a Certificate of Liability Insurance, which shows that our contractor, Environmental Restoration, L.L.C., is fully



insured for the work to be performed at the Frank Edwards Building. I am also enclosing the Consent for Access form which I have changed pursuant to your requests. Please sign the form and return it to me by Wednesday, April 28, 2004.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Cohn", written in a cursive style.

Matthew Cohn
Legal Enforcement Program

Enclosures



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CONSENT FOR ACCESS TO PROPERTY

Name: La Quinta Properties, Inc.

Location of Property:
Frank Edwards Building
132 South 300 West
Salt Lake City, UT 84101

I consent to officers, employees, and authorized representatives of the United States Environmental Protection Agency (EPA) entering and having continued access to the above referenced property for the following purposes:

1. Conducting site inspections and investigations, including dust sampling, within the Frank Edwards Building, as described in the response action plan, which will be provided as described below; and
2. Performing response actions to remove from the interior of the building amphibole asbestos dust, or, as necessary, mitigate the hazards associated therewith.

Access will be granted for the period April 28, 2004 through June 9, 2004. EPA will provide sampling data to the landowner within one week of EPA's completion of the response action and receipt of lab data. EPA will also provide a written sampling report and response action plan as soon as a public version is available. Pursuant to the request of the landowner, EPA will not return any of the sampling material. EPA will, where possible, return the areas sampled to the conditions existing immediately prior to the sampling. EPA will be responsible for the proper handling of these samples in a manner not inconsistent with the NCP. With the exception of removed asbestos contamination, EPA will leave the Frank Edwards Building in the condition it was found upon commencement of this response action. After the work has been completed at the Frank Edwards Building, EPA will provide La Quinta Properties, Inc., a letter certifying the completion of the work described above.

I realize that these actions are undertaken pursuant to EPA's response and enforcement responsibilities under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA or Superfund), 42 U.S.C. § 9601 et seq.

Date



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ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
01/05/04

PRODUCER J. W. Terrill, Inc. 16091 Swingley Ridge Road #200 Chesterfield, MO 63017 Genelle Laird 636-726-7626	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Environmental Restoration, L.L.C 16294 Westwoods Business Park Dr. Ellisville, MO 63021	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: American Intl Spec Lines	
	INSURER B: Commerce & Industry Insurance Co.	
	INSURER C: The Hartford	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
LTR	INSR						
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PROP1206995	12/22/03	12/22/04	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (If a occurrence)	\$1,000,000
						\$50,000	
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$1,000 Ded <input checked="" type="checkbox"/> \$1,000 Ded	CA1955499	12/22/03	12/22/04	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	PROU1955744	12/22/03	12/22/04	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC3282233	12/22/03	12/22/04	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
A		OTHER Professional	PROP1206995	12/22/03	12/22/04	\$1,000,000 claims made	
C		Leased Equipment	84MSRF7865	12/22/03	12/22/04	\$ 500,000 All Risk	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER**CANCELLATION**

FOR INFORMATION PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John W. Terrill Jr.